

226816

April 15, 2010

Ms. Cynthia T Brown,
Chief of Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

ENTERED
Office of Proceedings
APR 15 2010
Part of
Public Record

RE: STB Finance Docket No. 35366
Wisconsin Department of Transportation – Petition for Declaratory Ruling –
Almena, Cameron, Rice Lake Rail Line in Barron County, WI

Dear Ms. Brown:

On behalf of the Wisconsin Department of Transportation, (“WisDOT”), I submit this amended quit claim deed for the above-entitled transaction electronically. The deed originally filed with the Petition for Declaratory Order failed to include a railroad easement reservation for Progressive Rail, Incorporated, the Grantor. Because the originally filed deed was not executed, and the amended deed will only be executed upon a favorable ruling from the Board, WisDOT respectfully requests that this amended deed replace the originally filed deed.

Please feel free to contact me if I can provide any additional information or documents.

Sincerely yours,



Kathleen Chung, State Bar no. 1032802
Assistant General Counsel

cc: Mr. Lon Van Gemert, PGR

Exhibit A

**QUITCLAIM
DEED**

**DOCUMENT
NUMBER:** _____

PROGRESSIVE RAIL, INCORPORATED., a Minnesota corporation, located at 21778 Highview Avenue, Lakeville, MN 55044, hereinafter referred to as Grantor.

**STATE OF WISCONSIN –
WISCONSIN DEPARTMENT OF TRANSPORTATION,**
Located at P.O. Box 7914, Madison, WI 53707-7914, hereinafter referred to as Grantee.

Return to:

WI Dept. of Transportation
Rails & Harbors Section
P.O. Box 7914
Madison, WI 53707-7914

WITNESSETH:

In consideration for the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency whereof is hereby acknowledged by Grantor, Grantor hereby CONVEYS AND QUIT CLAIMS unto Grantee, without any covenants or warranties of title whatsoever, on an "as is, where is" basis, AND WITHOUT RECOURSE TO Grantor, all of the Grantor's right, title, interest, estate, claim, and demand in and to the lines of railroad between Grantor's milepost 80.88 near Almena, WI and milepost 97.80 near Cameron, WI and between milepost 49.0 near Cameron, WI and milepost 56.05 near Rice Lake, WI in Barron County. Also conveyed herein, is all of Grantor's interest in the Easement from Milepost 56.0 to Milepost 56.85 near Rice Lake. This property is more particularly described in the attached Legal Description for Line Sale to Department of Transportation in Barron County, WI (pp. 6 – 9 of this deed).

The subject property shall include all real property, estates, roadbeds, rights-of-way, station grounds, railroad yards, yard and terminal facilities, locomotive servicing repair facilities, freight car repair facilities, fixtures, and appurtenances thereto; together with all improvements

and structures located thereon, therein, or thereunder, and specifically including (i) associated rail facilities, including without limitation all rails, ties, ballast, switches, turnouts, wyes, crossovers, grade crossings, machinery, fixtures, right-of-way (and improvements thereto), pipes, conduits, wires, communication and signal devices and facilities (including centralized traffic control, train defect detectors, and radio communication and telephone systems), parking and storage areas, sidings, spurs, trestles, bridges, and culverts, (ii) pole lines, buildings, and structures appurtenant thereto or situated thereon, and (iii) contiguous property not used for railroad purposes; all of which is situated in Barron County in the State of Wisconsin; TO HAVE AND TO HOLD all the estate, right, title, and interest whatsoever of Grantor in said property, whether in law or in equity, to the use and benefit of Grantee, and Grantee's successors and assigns, forever.

NOTWITHSTANDING the foregoing conveyance, Grantor hereby retains an exclusive EASEMENT, for the benefit of itself and authorized third parties, as long as the Grantor and authorized third parties have the ability and authority to meet their common carrier obligation, to use the Rail Lines for the operation of its trains, engines and cars, including track inspection cars and work or wreck equipment, for rail operations pursuant to its common carrier obligation, including: (i) interchanging traffic with any railroad company and any railroad now or in the future connecting to the Rail Line; (ii) providing overhead service; (iii) using the Rail Lines to directly serve any existing or new customers or businesses located adjacent to or on trackage connecting to the Rail Lines; or (iv) providing common carrier and/or freight rail service on the Rail Lines.

THIS CONVEYANCE IS SUBJECT TO:

- (1) Standard exceptions of a Title Company in its title policies issued in the State of Wisconsin;
- (2) Special taxes or assessments for improvements not yet completed, if any;
- (3) Installments not due at the date hereof of any special tax or assessment for improvements completed, if any;
- (4) General taxes, if any for the tax year prior to the year in which the Deed is delivered and subsequent years;

- (5) Building, building lines and use or occupancy restrictions, zoning and building laws or ordinances, and other laws, ordinances, requirements, limitations, restrictions, regulations and codes which are or may be imposed upon the property by any governmental authority having jurisdiction thereof;
- (6) Roads and highways, if any;
- (7) Judgment liens; however, any judgment against Grantor which may appear of record as a lien against the property shall be settled and satisfied by Grantor if and when it is judicially determined to be finally valid, and Grantor shall indemnify Grantee for all loss arising out of Grantor's failure to have such judgment lien so settled and satisfied. This provision shall survive the closing and the delivery of the Deed;
- (8) Covenants, conditions and restrictions of record, and recorded licenses and easements;
- (9) The rights of any owner of the mineral estate in said property, if any. If, however, it is found that Grantor has a mineral right in the property, such rights will not be retained by Grantor but will pass to Grantee by this Deed;
- (10) Rights of any government agencies, public or quasi-public utilities for the use, maintenance, repair, replacement and reconstruction of existing driveways, roads and highways, conduits, sewers, drains, water mains, fiber optic cables and/or communication systems, gas lines, electric power lines, wires, and other utilities and easements;
- (11) Acts, by through or under Grantee;
- (12) A reservation by Wisconsin Central Ltd., ("WCL") pursuant to its purchase agreement with Grantor, for WCL, its successors and assigns, of a perpetual nonexclusive easement fifteen (15) feet in width, in, over, under, through and along the entire Subject Property, to construct, maintain, operate, use, replace, relocate, renew and/or remove, at the sole expense of WCL, a fiber optic communication system consisting of cables, lines or facilities beneath the surface of the Subject Property, together with all ancillary equipment or facilities (both underground and surface), including the right to attach the same to existing bridges or poles on the Subject Property and such surface rights as are necessary to accomplish the same. WCL further reserves the right to assign, provided notice of assignment is given to Grantor, said reserved fiber optic easement, rights and facilities (the "Fiber Optic Easement"), in whole or in part, and to lease, license or permit third parties to use the Fiber Optic Easement; provided, however, that the exercise of

such rights does not unreasonably interfere with Grantor's safe and efficient use of the Subject Property, or any improvements thereon. WCL shall not perform any work in connection with the construction, reconstruction, repair, operation or maintenance of such fiber optic communication system within twenty-five (25) feet of the centerline of any railroad track located on the property until it shall have given Grantor at least five (5) days' written notice prior to commencing such work. The foregoing notice requirements shall not apply in case of emergency, but in such event notice shall be provided as soon as possible. Any such construction shall be subject to the reasonable and customary safety procedures required by Grantor for similar construction projects on its railroad. Grantor shall notify Grantee within twenty-four hours of any contact from WCL related to the Fiber Optic Easement and any work pursuant to the Fiber Optic Easement, and shall provide to Grantee within twenty-four hours copies of all written notices from WCL related to the Fiber Optic Easement or any work pursuant to the Fiber Optic Easement.

(13) The Grantor's easement for rail purposes, described above.

IN WITNESS WHEREOF, PROGRESSIVE RAIL, INCORPORATED, the Grantor, has caused these presents to be signed by _____, he being thereunto duly authorized this _____ day of _____, _____.

PROGRESSIVE RAIL, INCORPORATED

BY: _____

(Name): _____

(Title): _____

WITNESS: _____

(Name): _____

(Title): _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

I, _____, a Notary Public in and for the County of Dakota, State of Minnesota, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of PROGRESSIVE RAIL, INCORPORATED, a Minnesota corporation, and personally known to me to be the same persons whose names are subscribed on

the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such _____ and _____, they signed and delivered the said instrument as _____ and _____ of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2010.

By: _____
Notary Public

This instrument drafted by
Wisconsin Department of Transportation - Office of General Counsel
P.O. Box 7914
Madison, WI 53707-7914

**LEGAL DESCRIPTION FOR LINE SALE TO
WISCONSIN DEPARTMENT OF TRANSPORTATION IN
BARRON COUNTY, WI**

Commencing at the point of intersection of the centerline of the Grantor's main track in the County of Barron, State of Wisconsin, on the east-west line of the NW ¼, Section 24, Township 34 North, Range 14 West, which point is also known as the Railroad Engineer's Survey Station 4378+69 (milepost 80.88), and extending easterly and northerly along said centerline a distance of approximately 16.92 miles in and through Barron County, Wisconsin, and terminating at the point of intersection of the centerline of the Grantor's main track in the SE ¼, SE ¼ of Section 22, Township 34 North, Range 11 West, which point is also known as Railroad Engineer's Survey Station (approximately) 5272+10 (milepost 97.80), all of which is more particularly described on right-of-way maps designated V-1-Wisc./11 through 15, all of which are made a part hereof by reference.

ALSO

Commencing at a point on the centerline of the Grantor's main track in the SW ¼ SW ¼, Section 28, Township 34 North, Range 11 West, at Cameron, Barron County, Wisconsin, which point is known as Railroad Engineer's Survey Station 427+46 (milepost 49.00), and extending northerly approximately 7.05 miles in and through Barron County along the centerline of the track, and terminating 270 feet south of the north line of Govt. Lot 4 (milepost 56.05) in the SE ¼ SW ¼, Section 21, Township 35 North, Range 11 West, all of which is more particularly described on the station map designated V-11-Wisc./13 through 15, all of which are made a part of hereof by reference.

ALSO

Part of Lots number Three (3) and Four (4) in Section number Twenty-one (21), Township Thirty-five (35) North, Range Eleven (11) West, described as follows, to-wit:

A strip of land Twenty (20) feet wide South of Red Cedar River, the West line of which said strip is described as follows: Commencing at a point Three Hundred Fifty-Four and 5/10 (354.5) feet East of the extended West line of Main Street and Nine Hundred Sixty-nine (969) feet south of the extended South line of Messenger Street, and Ten (10) feet West of the center of the Railroad track; thence South Two (2) degrees Thirty-three (33) minutes West One Hundred Thirty-four and 5/10 (134.5) feet; thence South One Hundred Eighty-one (181) feet; thence South Nine (9) degrees Fifty-five (55) minutes West One Hundred (100) feet; thence South Twenty (20) degrees Ten (10) minutes West One Hundred (100) feet; thence South Thirty (30) degrees Two (2) minutes West One Hundred (100) feet to a point Ten (10) feet Westerly of the center of said Railroad track and being the same property described as tract No. 2 in deed from Wisconsin Power Company to Minneapolis, St. Paul & Sault Ste Marie Railway Company dated June 22, 1904 and recorded in Volume 36, page 232;

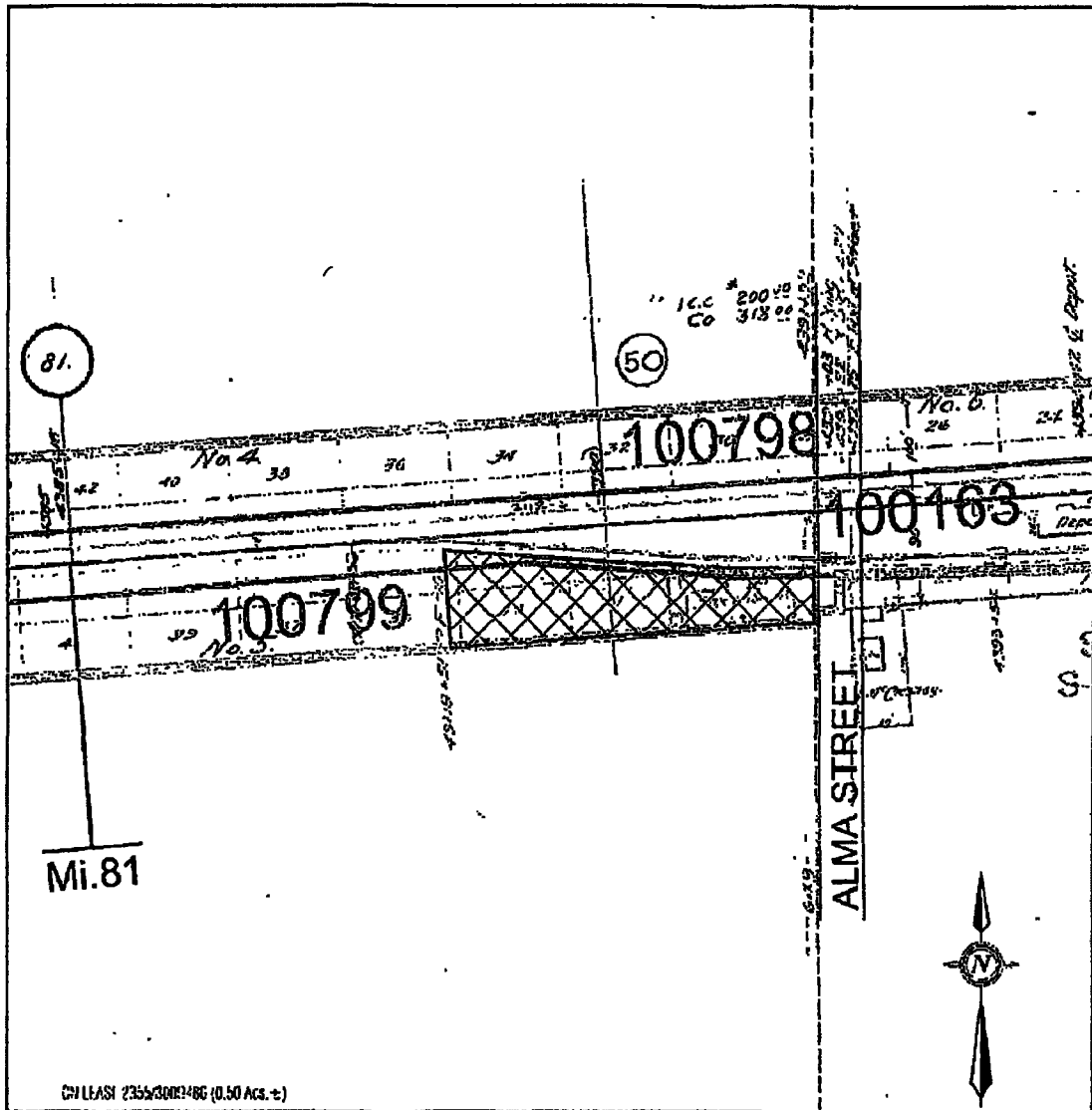
ALSO

All of Grantor's right, title and interest, if any, in any portion of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 21, Township 35 North, Range 11 West, lying Easterly of the Rice Lake to Cameron Branch Line right of way; LESS AND EXCEPT the hereinabove last described 20 foot wide strip of land.

PROPERTY EXCEPTED

EXCEPTING, HOWEVER, a parcel of land covered by Wisconsin Central Ltd. ("WCL") lease number 3009486 on Seller's parcel numbers 1000799 and 1000163 at milepost 81.06 to 81.13 in Almena, WI and a parcel of land covered by WCL's station Lot 21 and the westerly portion of station Lot 23 on WCL's parcel numbers 100405 and 100162 at milepost 90.82 in Barron, WI, as shown on the attached maps labeled Property Excepted Map 1 and Map 2.

PROPERTY EXCEPTED - MAP 1



DESCRIPTION: Alameda State of Wisconsin United States of America		Property Excepted - Map 1	
THIS IS NOT A PLAN OF SURVEY CECI N'EST PAS UN PLAN D'ARPENTAGE		SUBDIVISION: Besser (495) SPUR / ANTENNE: NA MILEAGE / MILLIAIRE: 81.06 - 81.13 DATE: May 20, 2008	
<input checked="" type="checkbox"/> Subject Lands/Terrain Sujet		SCALE / ÉCHELLE: 1:1500	

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PROPERTY EXCEPTED - MAP 2

